

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE:

Miguel A. Marzan Bonilla
Mayra B. Diaz Laureano

CASE NO. 13-01252 ESL

CHAPTER 13

Debtor(s)

11 USC 362 d(1) d(2)

Banco Santander PR

Relief from stay for cause

Movant

Miguel A. Marzan Bonilla
Mayra B. Diaz Laureano

and Chapter 13 Trustee,
Jose Ramon Carrion Morales

Respondent(s)

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

Comes now, Banco Santander PR, secured creditor, represented by the undersigned attorney who respectfully prays and states as follows:

1. Jurisdiction over subject matter is predicated on section, 1334 and 157(b) 2(G), 28 USC.
2. The cause of action is based on section 362 d(1) and d(2), 11 USC.
3. In this case, an Order for Relief was entered on February 20 2013.
4. Movant is the holder in due course of a Mortgage Note, hereinafter the (Note), for \$119,000.00, bearing interest of 5.50 %, due on April 1st 2034.
5. Since the filing date, debtor account has accumulated **Post Petition** arrears

as described in Exhibit (A) of this motion, Verified Statement in compliance with LBR 4001-1(d)(3) **and any other arrears that continue to accrue up to the date all post petitions arrears are paid.**

Miguel A. Marzan Bonilla
13-01252 ESL

Page -2-

6. Movant argues that considering what is herein above stated, cause exists for granting relief from the stay pursuant to section 362 d(1) d(2), *supra*, since debtor has failed to make post petition payments accordingly.

Included as Exhibit (B), is Movant's Verified Statement regarding the information required by the Service Member Civil Relief Act of 2003 and the Department of Defense Manpower Data Center Military Status Report.

7. Said default deprives Movant to have its security interest protected as provided under the Bankruptcy Code.

WHEREFORE, Movant prays for an Order granting the Relief from Stay as requested.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on this date copy of this motion has been electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to debtor(s) attorney and to Jose Ramon Carrion Morales, Chapter 13 Trustee, and also certify that I have mailed by United State Postal Service copy of this motion to the following non CM/ECF participants: to debtor(s) at theirs address of record in this case.

In Caguas, Puerto Rico, on the 7 day of May 2013.

/s/Luis Yamil Rodriguez San Miguel ,Esq.
Attorney for Banco Santander PR
PMB 256
PO BOX 4952
Caguas PR 00726
E-mail: lcdorodriguezsanmiguel@gmail.com



May 7, 2013

Banco Santander
Box 362589
San Juan, PR 00936

.....
STATEMENT OF ACCOUNT

Name:	<u>MIGUEL MARZAN BONILLA</u>	Filing Date:	<u>2/20/2013/20/2013</u>
	<u>MAYRA DIAZ LAUREANO</u>	Bankruptcy case:	<u>13-01252</u>
Loan:	<u>9831126</u>		

Due on Post Petition since 3/1/2013 until 5/1/2013

Payments	3	X	\$ 716.34	\$ 2149.02
Late Charge	3	X	\$ 33.78	\$ 101.34
Atty Fees				\$ 426.00

Total \$ 2676.36

Principal Balance \$108,949.73 .


Providencia Pérez

Oficial Quiebras Hipotecarias
Banco Santander Puerto Rico
t. 787-281-3137
providencia.perez@bspr.com

9831126

DEED NUMBER: ---FIFTY-NINE (59)---
FIRST MORTGAGE PRIMERA HIPOTECA
In the City of San Juan, Puerto Rico, En la ciudad de San Juan, Puerto Rico,
this Twenty-Ninth Day of March---Two Thousand Four (2004) hoy día---de---del dos mil cuatro (2004)
BEFORE ME ANTE MI
MIGUEL A. RIVERA-ROSENDO---a Notary Public Notario Público
in Puerto Rico, with residence in the city of Guaynabo---Puerto Rico, Puerto Rico, con residencia en la ciudad de---Puerto Rico,
and offices located in San Juan, Puerto Rico y con oficinas en San Juan, Puerto Rico
APPEAR COMPARECEN
The Person(s) mentioned in paragraph SEVENTH hereof (herein La(s) persona(s) mencionada(s) en el párrafo Séptimo (en adelante el
"Borrower") Dador)
I the Notary, hereby certify that I personally know the appearing parties and Yo el Notario, certifico que conozco personalmente y por sus dichos a los
through their statements as to their ages, civil status, occupations and compañeros y por sus dichos de sus edades, estados civiles, ocupaciones
residences, as required by Article Seventeen "C" (17C) of our Notary Law, y residencias, según requiere el Artículo diecisiete "C" (17C) de la Ley
Notarial
They assure me that they have, and in my judgment they do have, the Ellos me aseguran tener, y a mi juicio tienen la capacidad legal necesaria
necessary legal capacity to execute this deed; wherefore they freely para otorgar esta escritura; por tanto libremente
STATE AND COVENANT DECLARAN Y CONVIENEN
FIRST. That Borrower is owner of the Property described in paragraph PRIMERO: Que es dueño de la propiedad descrita en el párrafo
FIFTH hereof (herein "Property") and has the right to mortgage said Property QUINTO de la presente (en adelante "la Propiedad") y que tiene el derecho de

that the Property is unencumbered, and that Borrower will warrant hipotecar dicha Propiedad, que la Propiedad se halla libre de and defend the title to said Property against all claims and demands, subject cargas y gravámenes y que el Deudor garantizará y defenderá su título a dicha

to any declarations, easements or restrictions listed in a schedule of exceptions Propiedad contra toda reclamación y demanda, sujeto a cualquier declaración,

to coverage in any title insurance policy insuring the interest in the Property servidumbre o restricción detallada en la lista de excepciones a cubierta

if the Lender mentioned in paragraph EIGHTH hereof (herein "Lender") en cualquier póliza de seguro de Título que asegure el interés en la Propiedad

del Prestador mencionado en el Párrafo OCTAVO de la presente (en adelante

"el Prestador."

---SECOND: That Borrower is indebted to Lender in the principal

---SEGUNDO: Que el Deudor adeuda al Prestador la suma

sum of ONE HUNDRED NINETEEN THOUSAND DOLLARS (\$119,000.00) principal de

with interest therein at the rate of FIVE POINT FIFTY con intereses sobre la misma a razón del

percent (5.50 %) per annum; which indebtedness is evidenced by a por ciento (5.50) anual; cuya deuda está evidenciada por

certain note payable to Lender, or to its order, dated un pagaré pagadero al Prestador, o a su orden, fechado

Ninth (29th) day of March of Two Thousand Four (2004) Affidavit number: TWO THOUSAND EIGHT HUNDRED FOUR

(2854) providing for monthly installments of SIX HUNDRED SEVENTY FIVE

en el cual se dispone para el pago de plazos mensuales de DOLLARS WITH SIXTY SEVEN CENTS (\$675.67)

principal and interest with the balance of the indebtedness, if not sooner paid, principal e intereses con el balance de la deuda, sino ha sido antes satisfecho,

due and payable on the first day of APRIL OF TWO THOUSAND THIRTY

venciendo y pagadero el FOUR (2034)

---THIRD: To secure to Lender or to the holder by endorsement of

---TERCERO: Para garantizar al Prestador o al tenedor por endoso del

the note (a) the repayment of the indebtedness evidenced by the Note, with

Pagaré (a) el pago de la deuda evidenciada por el Pagaré, con sus intereses,

interest thereon, (b) the performance of the covenants and

(c) el cumplimiento de los pactos y

agreements of Borrower herein contained. (c) an amount of ten percent
 convenios del Deudor aquí contenidos (c) una suma equivalente al diez por ciento

of the original principal amount of the Note to cover costs, expenses and
 de la cuantía original del principal del Pagaré para cubrir costos, gastos y

attorneys' fees in the event the holder of the Note is required to
 honorarios de abogado en caso de que el tenedor del Pagaré tenga que

foreclose this Mortgage or seek judicial collection, or collection
 ejecutar esta Hipoteca o recurrir a procedimiento judicial para su cobro o su cobro

in any proceeding in bankruptcy of the Borrower which amount shall
 en cualquier procedimiento en quiebra del Deudor cuya suma será

be considered liquid and payable by the sole act of filing the complaint
 considerada líquida y exigible por el solo acto de la radicación de la demanda

and shall be in addition to the principal amount of the Note. (d) an
 y será en adición al principal del Pagaré. (d) una

amount of ten percent of the original principal amount of the Note
 suma equivalente al diez por ciento de la cuantía original del principal del Pagaré

to cover any other advances which may be made under this Mortgage
 para cubrir cualquier otro anticipo que pueda hacerse bajo esta Hipoteca

and (e) an amount of ten percent of the original principal amount of the
 y (e) una suma equivalente al diez por ciento de la cuantía original del principal del

Note to cover interest in addition to that secured by law. Borrower
 Pagaré para cubrir intereses en adición a los garantizados por ley. El Deudor

does hereby create a voluntary mortgage on the Property. In the
 por la presente constituye una hipoteca voluntaria sobre la Propiedad. En caso

event this Mortgage is not recorded at the Registry with the agreed
 de que esta Hipoteca no se registra en el Registro de la Propiedad con el

rank, the same shall constitute a default hereunder, entitling
 rango convenido al momento de inscribirse bajo la presente facultando al

Lender to the remedies provided in paragraph 18 hereof.
 Prestador a los recursos previstos en el parágrafo 18 de la presente.

---FOURTH. Borrower and Lender further covenant and agree
 ---CUARTO. El Deudor y el Prestador pactan y convienen además

as follows:
 lo siguiente:

---1. Payment of Principal and Interest. Borrower shall promptly pay
 ---1. Pago de Principal e Intereses. El Deudor pagará puntualmente

when due the principal of and interest on the indebtedness evidenced
 cuando vengán el principal e intereses de la deuda evidenciada

by this Note, prepayment and late charges as provided in the
 por el Pagaré y los cargos por pago anticipado y retardado según dispuesto en el

Note.
 Pagaré.

---2. Funds for Taxes and Insurance. Subject to applicable law
 ---2. Fondos para Contribuciones y Seguros. Sujeto a la disposiciones de ley

or to a written waiver by Lender, Borrower shall pay to Lender
 aplicables o a renuncia escrita del Prestador, el Deudor pagará al Prestador

Property, have the right to collect and retain such rents
Propiedad, tendrá el derecho de cobrar y retener dichas rentas

as they become due and payable,
según vayan y sean pagaderas,

—Upon acceleration under paragraph 18 hereof or abandonment of
—Al ocurrir una aceleración bajo el párrafo 18 de la presente o el abandono de

the Property, Lender shall be entitled to have a receiver appointed by a
la Propiedad, el Prestador tendrá derecho a que se designe por un

court to enter upon, take possession of and manage the Property and
tribunal un síndico que entre, tome posesión de y administre la Propiedad y

to collect the rents of the Property including those past due. All
que cobre las rentas de la Propiedad incluyendo las anteriormente vencidas Todas

rents collected by the receiver shall be applied first to payment of the
las rentas cobradas por el síndico serán aplicadas primero al pago de los

costs of management of the Property and collection of rents, including,
gastos de administración de la Propiedad y del cobro de las rentas incluyendo,

but not limited to, receiver's fees, premiums on receiver's bonds
sin que implique limitación, a los honorarios del síndico, primas de la fianza del síndico

and attorney's fees, and then to the sums secured by this Mortgage.
y honorarios de abogado, y luego a las sumas garantizadas por esta Hipoteca.

The receiver shall be liable to account only for those rents
El síndico será responsable de rendir cuentas únicamente respecto a las rentas

actually received
realmente recibidas

—21. Release. Upon payment of all sums secured by this
Descargo. Una vez pagadas todas las sumas garantizadas por esta

Mortgage, Lender shall release and cancel this Mortgage at
Hipoteca, el Prestador descargará y cancelará esta Hipoteca por

Borrower's expense, or, at Borrower's option, endorse the Note
cuenta del Deudor o, a opción del Deudor, endosará el Pagaré

"for cancellation only" without charge to Borrower.
"para cancelación únicamente" sin cargo al Deudor.

—FIFTH: The Property

—QUINTO: La Propiedad

—The description of the mortgage Property, together with
—La descripción de la Propiedad, junto con

all the structures, improvements now or hereafter
todas las estructuras, mejoras actuales o futuras

erected on the Property and all easements, rights,
en la Propiedad y todas las servidumbres, derechos,

appurtenances and rents, and all fixtures now and hereafter
pertenenencias y rentas, y todos los muebles actualmente o en el

attached to the Property, all of which, including
futuro adheridos a la Propiedad, todos los cuales, incluyendo

replacements and additions thereto shall be
los que reemplacen o se le añadan en el futuro, serán

deemed to be and remain a part of the Property covered by this Mortgage is:
considerados como parte de la Propiedad cubierta por esta Hipoteca es la

siguiente:

---URBANA: solar radicado en la Urbanización Vistas del Océano, localizada en el Barrio Medianía Baja del término municipal de Loíza, Puerto Rico que se describe en el plano de inscripción con el número dos del bloque "H", con un área de DOSCIENTOS SESENTA Y CINCO PUNTO CERO CERO MEIROS CUADRADOS (275.00 m.c.), en lindes por el NORIE, en doce punto cincuenta metros, con la calle número seis; por el SUR, en doce punto cincuenta metros con los solares número ocho y número nueve del Bloque "F"; por el ESIE, en veintidos punto cero cero metros con el solar número uno del Bloque "H" y por el OESIE, en veintidos punto cero cero metros, con el solar número tres del Bloque "H".

---Consta inscrito al LOMO Móvil 208 de Loíza, Registro de la Propiedad de Carolina, Sección Iscrita, Línea número 9,741.

--SIXTH: Value of the Property
--SEXTO: Valor de la Propiedad

Pursuant to the provisions of the Mortgage and Property Registry Act of Puerto Rico, Lender and Borrower value the Property at an amount equal to
En cumplimiento de las disposiciones de la Ley Hipotecaria y del Registro de la Propiedad de Puerto Rico, el prestador y el Deudor valoran la propiedad en

--ONE HUNDRED NINETEEN THOUSAND DOLLARS (\$119,000.00)

at the first auction in the event of foreclosure
sirva como tipo mínimo en la primera subasta en caso de ejecución

--SEVENTH: Appearing Parties ("Borrowers")
--SEPTIMO: Comparecientes ("Deudor")

--MIGUEL MARZAN BONILLA, Seguro Social número [REDACTED]
y su esposa MAYRA DIAZ LAUREANO, Seguro Social número [REDACTED]
[REDACTED], mayores de edad, propietarios y vecinos de la zona
Puerto Rico, a quienes el Notario autoriza por no conocer
los personalmente los ha identificado por sus licencias de
Conducir, expedidas por el Estado Libre Asociado de Puerto
Rico, las cuales tienen foto y firma.

--Se aclara que la deudora es también conocida como MAYRA
BELEN DIAZ LAUREANO.
y el deudor es también conocido como MIGUEL ANGEL MARZAN
BONILLA

---EIGHT. Lender. The Lender is NEW YORK MORTGAGE BANKERS
 ---OCTAVO. Prestador. El prestador es NEW YORK MORTGAGE BANKERS
 a corporation organized and existing under the Laws Of the Commonwealth Of
 una corporación organizada y existente bajo las Leyes del Estado Libre Asociado
 de Puerto Rico, whose address is # 818 Ponce de León Ave, Santurce, Puerto
 Puerto Rico, cuya dirección es #818 Ave. Ponce de León, Santurce, Puerto
 Rico, Social Security Number "66-060-1397", who appears in this deed to
 Rico, Seguro Social Número "66-060-1397", quien comparece en esta escritura a
 accept the mortgage. New York Mortgage Bankers is represented
 aceptar esta hipoteca. New York Mortgage Bankers está representada por
 SANDRA PEREZ SANTIAGO. Social Security number: [REDACTED]
 SANDRA PEREZ SANTIAGO. Seguro Social número: [REDACTED]
 of legal age, single, executive, and resident of San Juan, Puerto Rico, who is
 mayor de edad, soltera, ejecutiva y residente de San Juan, Puerto Rico, quien Yo el
 the Notary Attest to the personal knowledge of this representative's
 Yo el Notario Público doy Fe de conocer personalmente a este representante del
 Lender
 Prestador
 ---Según Resolución Corporativa de fecha del diecinueve (19) de septiembre de dos
 mil dos (2002), ante la Notaría Pública T. Ray Cacho, Affidavit Número novecientos
 doce (912), constituida mediante la presente en cumplimiento con el Artículo ciento
 ochenta y seis (186) de la Ley Hipotecaria de Puerto Rico
 ---NINTH. Waiver of Homestead Rights
 ---NOVENO. Renuncia de Hogar Seguro
 Borrower hereby waives, in favor of the Lender, to the fullest extent allowed
 El deudor por la presente renuncia a favor del Prestador, hasta el límite permitido
 by law, all homestead and similar rights conferred upon Borrower by any law
 por ley, todos sus derechos de hogar seguro y derechos similares conferidos al
 including, without limitation, the provisions of the Puerto Rico Right of
 Deudor por cualquier ley incluyendo sin implicar limitación, las disposiciones
 Homestead (31 I.P.R.A. 1851-1857)
 sobre Derecho de Hogar Seguro de Puerto Rico (31 I.P.R.A. 1851-1857)
 ---TENTH. Property Address. The Property Address shall be the address stated
 ---DECIMO. Dirección de la Propiedad. La Dirección de la Propiedad será la
 in the Note as the property Address
 dirección indicada en el Pagare como Dirección de la Propiedad
 ---ACCEPTANCE
 ---ACEPTACION
 The appearing parties accept this Deed in its entirety and I, the Notary, made to
 Los comparecientes aceptan esta Escritura en su totalidad y Yo el Notario hice
 the appearing parties the necessary legal warnings concerning the execution of the
 a los comparecientes las advertencias legales pertinentes relativas a su

same. I, the Notary, advised the appearing parties as to their right to have otorgamiento. Yo el Notario, advertí a las partes comparecientes de su derecho

witnesses present at this execution with right they waived. The appearing parties de tener testigos presentes a este otorgamiento, a cuyo derecho renunciaron.

having read this Deed in its entirety, fully and confirm the statements contained. Habiendo los comparecientes leído esta Escritura en su totalidad, la ratifican

herein as the true and exact embodiment of their stipulations, terms and conditions, totalmente y confirman que las declaraciones contenidas en la misma reflejan fiel

Whereupon the appearing parties signed this Deed, before me, the Notary, and y exactamente sus estipulaciones, términos y condiciones. En cuya virtud los

signed their initials on each and every page of this Deed. comparecientes firman esta escritura ante mí, el Notario, y firman sus iniciales en

todas y cada una de las páginas de esta Escritura.

The Notary states that he has advised the appearing party(ies) that, if the property. El Notario autoriza a hacer constar el haber advertido a el (los) compareciente(s)

object of this deed is subject to mortgage liens with priority over this mortgage, que de estar la propiedad objeto de esta escritura sujeta a algún gravamen

according to the agreement with the financing institution and the requirement of the hipotecario con prioridad a la hipoteca constituida mediante esta escritura, según

Regulation Number FIVE THOUSAND THREE HUNDRED THIRTY SEVEN lo acordado con la institución financiera y requerido por el Reglamento Registro

(5337) approved by the Office of the Commissioner for Financial Institutions, the Número CINCO MIL TRESCIENTOS TREINTA Y SIETE (5337), promulgando

financing institution must retain from the funds generated by this mortgage loan a por la Oficina del Comisionado de Instituciones Financieras, la institución

balance sufficient to pay in cancel said lien(s); that there is (are) a (some) check(s) financiera deberá retener de los fondos generados por el préstamo garantizado por

which said Regulation Number FIVE THOUSAND THREE HUNDRED THIRTY esta hipoteca un balance suficiente para saldar y cancelar dicho(s) gravamen(es);

SEVEN (5337) requires the financing institution to remit to said creditor(s) in order que existe(n) un(os) cheque(s) el(los) cual(es) dicho reglamento Número CINCO

to obtain the cancellation of said lien(s); although there is no guaranty that this will MIL TRESCIENTOS TREINTA Y SIETE (5337) requiere que la institución

be done; that the owner of the property being mortgaged pursuant to this deed has financiera remita al(los) acreedor(es) correspondiente(s) para la cancelación de

the right to require that such lien(s) be cancelled concurrently with this financing, tal(s) gravamenen(es); aunque esto no constituye una garantía absoluta de que ello

and that if said owner voluntarily waives such right the appearing parties have been así será hecho; que el dueño de la propiedad hipotecada mediante esta escritura

advised and are aware of the risks and consequences if such lien (s) are not tiene el derecho a exigir que tal(es) sea(n) cancelado(s) en el mismo acto de este

cancelled; and that under the provisions of the Truth in Lending Act, in such cases financing institution, y que de renunciar voluntariamente a ese derecho, el(los)

as these provisions are applicable; the financing institution has no obligation to compareciente(s) queda(n) advertido(s) y esta(n) conciente(s) de los riesgos y

disburse any of the proceeds of the loan secured by this mortgage until, in the consecuencias de que dicho(s) gravámen(es) no sea(n) cancelado(s); y que bajo las

appropriate cases, the mortgagee shall waive such right to rescind or until the period disposiciones del "Truth in Lending Act" en los casos en que estas disposiciones

allowed for such rescission has expired. These warnings having been made, the sean aplicables, la institución financiera no tiene obligación de desembolsar todo

appearing party(ies) have waived the right to require that said lien(s) be canceled ni parte del préstamo garantizado por esta hipoteca hasta que, en los casos

concurrently with this act apropiados, el deudor hipotecario renuncie al derecho de rescindir o hasta haber

transcurrido el período durante el cual él tiene el derecho de rescindir, el préstamo

Hechas estas advertencias, el(los) compareciente(s) ha(n) renunciado al derecho de

exigir que tal(es) gravámen(es) sea(n) cancelado(s) en este mismo acto

---I, the Notary, do hereby certify as to every thing stated or contained in this
---Yo, el Notario, por la presente certifico de todo lo declarado y contenido en este

Instrument
Instrumento

---I, the Notary, DOHERTY ATTEST
---Yo, el Notario, DOY FE

FIGURE THIS IS A TRUE AND
EXACT COPY OF THE ORIGINAL THAT OBRA
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NOTARIO PUBLICO

NOTE

PAGARE

US\$ 119,000.00

San Juan, Puerto Rico

March, 29th, 2004

de

FOR VALUE RECEIVED the undersigned (Borrower) promise(s) to pay NEW YORK MORTGAGE BANKERS
 For valor recibido el (los) suscritor(es) (Deudor) promete(n) pagar a

or order the principal sum of ONE HUNDRED NINETEEN THOUSAND
 o a su orden la suma principal de

Dollars with interest on the unpaid

Dólares con intereses sobre el balance

principal balance from the date of this Note until paid at the rate of FIVE POINT FIFTY
 insoluto de principal desde la fecha de este Pagare hasta su pago a razón de

(5.50%)

percent per annum. Principal and interest shall be payable at San Juan, Puerto Rico

por ciento anual. El principal e intereses serán pagaderos en San Juan, Puerto Rico

or such other place as the Note holder may designate in writing in consecutive monthly installments of
 o en cualquier otro lugar que el tenedor de este Pagare indique por escrito en plazos mensuales consecutivos de
SIX HUNDRED SEVENTY FIVE DOLLARS WITH SIXTY SEVEN CENTS

Dollars (US\$ 675.67) on the first day of each month beginning the first of MAY

Dólares (US\$ 675.67) en el primer día de cada mes comenzando el 1ro. de MAY

2004 until the entire indebtedness evidenced hereby is fully paid except that any remaining indebtedness
 2004 Hasta que se pague totalmente la deuda evidenciada por el presente excepto que la deuda restante

if not sooner paid, shall be due and payable on the first day of APRIL OF 2034
 si no antes pagada quedara vencida y pagadera en el día primero de APRIL OF 2034

If any monthly installment under this Note is not paid when due and remains unpaid after a date
 Si cualquier plazo mensual bajo este Pagare no es pagado cuando vence y permanece impagado luego de la fecha

specified by a notice to Borrower the entire principal amount outstanding and accrued interest thereon
 especificada en la notificación al Deudor la suma total de principal pendiente y los intereses acumulados sobre la misma

shall at once become due and payable at the option of the Note holder. The date specified shall not be less
 quedarán inmediatamente vencidos y pagaderos a opción del tenedor de la Pagare la fecha especificada no será anterior

than thirty days from the date such notice is mailed. The Note holder may exercise this
 a treinta días a partir de la fecha de envío por correo de dicho aviso. El tenedor de este Pagare podrá ejercer esta

option to accelerate during any default by Borrower regardless of any prior forbearance
 opción de aceleración durante cualquier incumplimiento del Deudor a pesar de cualquier tolerancia de morosidad anterior

If suit is brought to collect this Note the Note holder shall be entitled to collect in such
 De realizarse procedimiento judicial para el cobro de esta Pagare el tenedor de esta Pagare tendrá derecho a cobrar en dicho

proceeding the agreed and liquidated amount or ten percent of the original principal amount hereof to
 procedimiento la suma pactada y líquida de diez por ciento de la suma original de principal del presente para

cover costs and expenses of suit including but not limited to attorney's fees.
 cubrir los costos y gastos de dicho procedimiento incluyendo sin limitación honorarios de abogados

Borrower shall pay to the Note holder a late charge of 5 percent of any
 El Deudor pagará al tenedor de este Pagare un cargo por pago atrasado de 5 por ciento de cualquier plazo

monthly installment not received by the Note holder within fifteen days after the installment
 mensual que no sea recibido por el tenedor de este Pagare dentro de quince días después de la fecha de vencimiento de

is due. Borrower may prepay the principal amount outstanding in whole or in part. The Note
 es due. El Deudor podrá pagar por anticipado la totalidad o parte del balance insoluto de principal. El tenedor de este

holder may require that any partial prepayments (i) be made on the date monthly installments
 Pagare podrá requerir que cualesquiera pagos parciales (i) sean hechos en la fecha de los pagos mensuales

are due and (ii) be in the amount of that part of one or more monthly installments which would
 mensuales y (ii) sean en la cuantía de aquella parte de uno o más pagos mensuales que

be applicable to principal. Any partial prepayment shall be applied against the principal amount
 sería aplicable a principal. Cualquier pago parcial por anticipado será aplicado contra el

outstanding and shall not postpone the due date of any subsequent monthly payments or
 principal insoluto y no pospondrá la fecha de vencimiento de cualquier pago mensual subsiguiente ni

change the amount of such installments unless the Note holder shall otherwise agree in writing
 cambiar el monto de dichos plazos a menos que el tenedor de este Pagare acuerde lo contrario por escrito

If within five years from the date

Si dentro de cinco años desde la fecha

of this Note the undersigned makes any prepayments in any twelve month period beginning with the
 de este Pagare los suscritores hacen cualquier pago anticipado en cualquier periodo de doce meses comenzando con la

date of this Note or anniversary dates thereof ("loan year") with interest to the undersigned by a fecha de este Pagaré o la de sus aniversarios ("año de préstamo") con intereses prestados a los suscribientes por un lender other than the holder hereof, the undersigned shall pay the holder hereof (a) during the 1st prestador que no sea el tenedor del presente los suscribientes pagarán al tenedor del presente (a) durante el 1er loan year 3 percent of the amount by which the sum of prepayments made año 3 del préstamo 3 por ciento de la cuantía por la cual el total de los pagos anticipados hechos in any such loan year exceeds twenty percent of the original principal amount of this Note and en cualquier dicho año de préstamo exceda al veinte por ciento de la cantidad original del principal de este Pagaré y (b) during the 2nd and 3rd loan year 2 percent of the amount by which the sum of (b) durante 2do y 3er año del préstamo 2 por ciento de la cuantía por la cual el total de los prepayments made in such loan year exceeds twenty percent of the original principal amount pagos anticipados hechos en cualquiera dicho año de préstamo exceda al veinte por ciento de la cantidad original del principal of this Note de este Pagaré

(c) during the 4th and 5th loan year 1 percent of the amount by which the sum of (c) durante el 4to y 5to año del préstamo 1 por ciento de la cuantía por la cual el total de los prepayments made in any such loan year exceeds twenty percent of the original principal amount pagos anticipados hechos en cualquiera dicho año de préstamo exceda al veinte por ciento de la cantidad original del principal of this Note de este Pagaré

Presentment notice of dishonor and protest are hereby waived by all makers. Por la presente se renuncian los derechos de presentación, aviso de rechazo y protesto por todos los otorgantes, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all fiadores, garantizadores y endosantes del presente Este Pagaré constituye obligación solidaria de todos sus makers, sureties, guarantors and endorsers and shall be binding upon them and their heirs otorgantes, fiadores, garantizadores y endosantes y los obliga así como a sus herederos personal representatives, successors and assigns representantes personales y cesionarios

Any notice to Borrower provided for in this Note shall be given by mailing such notice by Cualquier notificación al Deudor dispuesta en este Pagaré deberá ser enviada por certified mail addressed to Borrower at the Property Address stated below or to such other address as carta certificada dirigida al Deudor a la Dirección de la Propiedad que aparece abajo o a cualquier otra dirección que Borrower may designate by notice to the Note holder Any notice to the Note holder shall be el Deudor designe mediante notificación al tenedor de este Pagaré Cualquier aviso al tenedor de este Pagaré deberá ser given by mailing such notice by certified mail return receipt requested to the Note holder at the address enviada por correo certificado con acuse de recibo al tenedor de este Pagaré a la dirección stated in the first paragraph of this Note or at such other address as may have been designated by notice indicada en el primer párrafo de este Pagaré o a cualquier otra dirección que se haya designado mediante notificación to Borrower al Deudor

The indebtedness evidenced by this Note is secured by a Mortgage dated of even date herewith la deuda evidenciada por este Pagaré está garantizada por una Hipoteca de fecha igual a la del presente on property as indicated in Deed number 59 before the subscribing Notary Sobre propiedad según indicada en la Escritura número 59 ante el Notario suscribiente C/CAMELIA H-2 VISTAS DEL OCEANO año al Notario suscribiente LOTIZA PR 00772

MIGUEL MARZAN BONILLA

MAYRA DIAZ LAUREANO

Affidavit Number: -2854-

(Execute Original Only)
(Otróguese el original Únicamente)

Acknowledged and subscribed before me by the above signatories of the personal Reconocido y suscrito ante mí por los arriba firmantes de las circunstancias contained in the Mortgage deed herein before me, I have identified as personales que se relacionan en la antes descrita escritura de hipotecas, los cuales he identificado según se expressed also in said deed expresa en la misma escritura

This is a Photocopy of the Original
Note no Changes or Additions have
been made
NOTARY PUBLIC





Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: MARZAN BONILLA

First Name: MIGUEL A

Middle Name:

Active Duty Status As Of: May-07-2013

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: D2VARFBC20354A0



Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: DIAZ LAUREANO

First Name: MAYRA B

Middle Name:

Active Duty Status As Of: May-07-2013

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350

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Certificate ID: 42O2ZF7CR037B00